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Attorneys for Defendant Natural Structures, Inc. fka West Slope Enterprises

IN THE UNITED STATES BANKRUPTCY COURT
DISTRICT OF OREGON

In re:	}	Case No. 11-30022-tmb11
Oregon Contractors Workers Compensation Trust, Inc.		
Debtor(s).		
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Oregon Contractors Workers Compensation Trust, Inc.	}	Adversary Proceeding No. 11-03307-tmb
Plaintiff,		DEFENDANT NATURAL STRUCTURES, INC.'S ANSWER AND AFFIRMATIVE DEFENSES
v.		DEMAND FOR JURY TRIAL
A Cut Above Interiors, Inc., et al.		
Defendant(s)	}	
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Defendant Natural Structures, Inc. fka West Slope Enterprises ("NSI") hereby
responds to the Amended Complaint filed November 17, 2011 ("Complaint") as follows:

1.

NSI admits the allegations contained in paragraphs 1, 2, and 3 of the Complaint.

2.

NSI is without knowledge or information sufficient to form a belief about the trust of the allegations contained in paragraphs 4 through 236 of the Complaint and therefore denies them.

3.

NSI admits the allegations contained in paragraph 237 of the Complaint.

4.

NSI is without knowledge or information sufficient to form a belief about the truth of the allegations contained in paragraphs 238 through 375 of the Complaint and therefore denies them.

5.

NSI is without knowledge or information sufficient to form a belief about the truth of the allegations contained in paragraphs 376 and 377 of the Complaint and therefore denies them.

6.

NSI admits the allegations contained in paragraph 378 of the Complaint.

7.

NSI is without knowledge or information to form a belief about the truth of the allegations contained in paragraphs 379, 380, 381 and 382 of the Complaint and therefore denies them.

8.

NSI admits and denies the allegations contained in paragraph 383 of the Complaint as set forth above.

1 9.

2 NSI is without knowledge or information sufficient to form a belief as to the truth
3 of the allegations contained in paragraph 384 of the Complaint and therefore denies
4 them.

5 10.

6 NSI denies the allegations contained in paragraphs 385 and 386 of the
7 Complaint.

8 11.

9 Except as admitted above, NSI denies each and every allegation in the
10 Complaint.

11 **AFFIRMATIVE DEFENSES**

12 NSI alleges the following Affirmative Defenses.

13 12.

14 The Complaint fails to state a claim upon which relief can be granted.

15 13.

16 Plaintiff and/or Plaintiff's predecessor have failed to satisfy conditions precedent.

17 14.

18 The claims contained in the Complaint are barred by the applicable statutes of
19 limitation.

20 15.

21 Plaintiff and/or Plaintiff's predecessor terminated and canceled the agreements
22 pre-petition and therefore cannot assume executory contracts pursuant to 11 U.S.C. §
23 365.

24 ////

25 ////

26 ////

1 16.

2 Plaintiff and/or Plaintiff's predecessor have breached the agreement and are in
3 default under the terms of the agreement and therefore are barred from seeking relief
4 from NSI.

5 17.

6 Plaintiff has not met the conditions of 11 U.S.C. § 365(b)(1)(d)(1)(A), (B), and
7 (C).

8 18.

9 Plaintiff has improperly joined NSI in this action in violation of FRBP 7020.

10 19.

11 NSI is not bound by the terms of any agreement with Plaintiff and/or Plaintiff's
12 predecessor because the person signing on behalf of NSI did not have the authority to
13 do so.

14 20.

15 Plaintiff's claims are barred by the applicable statute of frauds.

16 21.

17 Plaintiff's claims are barred because of a failure of consideration.

18 22.

19 NSI is no longer a member of the Oregon Contractors Workers Compensation
20 Trust, Inc. and therefore is not in privity with Plaintiff and/or Plaintiff's predecessor.

21 23.

22 Plaintiff does not have any members and therefore does not exist pursuant to
23 Oregon State law. Therefore Plaintiff lacks standing to bring this action.

24 24.

25 Plaintiff failed to mitigate its damages, in any.

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25.

Plaintiff should be required to produce a full and complete accounting of its claims.

26.

Plaintiff's claims are barred, in whole or in part, by the doctrines of laches, waiver or estoppel.

27.

Without waiving any defense, NSI adopts and incorporates all separate and affirmative defenses raised by any other defendants to the Complaint.

28.

Plaintiff and/or Plaintiff's predecessor breached the implied covenant of good faith and fair dealing.

29.

Plaintiff and/or Plaintiff's predecessor are in breach of fiduciary duties to NSI.

30.

NSI reserves the right to amend this answer and the affirmative defenses pending completion of discovery.

WHEREFORE, NSI prays that Plaintiff's Complaint be dismissed and NSI be awarded its costs and disbursements incurred herein.

DATED: December 23rd, 2011

SUSSMAN SHANK LLP

By /s/ Robert L. Carlton
Robert L. Carlton, OSB No. 851673
Attorneys for Defendant Natural Structures, Inc.

CERTIFICATE OF SERVICE

I, Bethany L. Reisberg declare as follows:

I am employed in the County of Multnomah, state of Oregon; I am over the age of eighteen years and am not a party to this action; my business address is 1000 SW Broadway, Suite 1400, Portland, Oregon 97205-3089, in said county and state.

I certify that on December 23, 2011, I served full and correct copy of the foregoing **DEFENDANT NATURAL STRUCTURES, INC.'S ANSWER AND AFFIRMATIVE DEFENSES** on all ECF participants as indicated on the Court's CM/ECF system.

I swear under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information, and belief.

Dated: December 23, 2011.

/s/ Bethany L. Reisberg

Bethany L. Reisberg, Legal Assistant